BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF THE
The Chief Engineer (Ele.,), C,O&M,
BRAZ, BESCOM, Rajajinagar IT Park,
Rajajinagar Industrial area, Bangalore

VOLUME-I
SECTION – ITB (INSTRUCTION TO BIDDERS)
Enq No: CEBRAZ/SEO/AEE-2/ET 05/24-25 dtd 13-08-2024

The Chief Engineer (Ele.,), C,O&M, BRAZ, BESCOM, No. 1-4, 5th floor, Rajajinagar IT Park, Bengaluru 560044 on behalf of Bangalore Electricity Supply Company Limited, invites tender **in two parts (Techno-Commercial Bid and Price Bid) through** KPPP portal ((kppp@karnataka.gov.in) for providing **88** numbers of temporary manpower services to **Fast Track New Connection Cell (FTNC)** (44 Nos of Data Entry Operators (DEOs) and 44 Nos of Project Engineer / FTNC Co-ordinators) through an agency to various C,O&M sub-divisions of Ramanagara circle, Bangalore Rural circle and Kolar circle in BRAZ, BESCOM for a period of **one year from the Contract Award**.

The quantity may vary, however such changes will be as per the provisions of KTPP Act.

1. Enquiry No.	**CEBRAZ/SEO/AEE-2/Enq No. ET 05/24-25 dated 13-08-2024**
2. Tender System	**Through an KPPP portal**
3. Tender processing fee	**Refer KPPP website (kppp@karnataka.gov.in)**
4. EMD amount	**Rs. 3,59,304/- (1.5%)**
5. Amount put to tender	**Rs. 2,39,53,568/-**
6. Pre-bid meeting	**27-08-2024 @ 11 hrs IST**
7. Last date and time for submission of queries	**30-08-2024 upto 17:00 hrs, IST**
8. Reply for queries	**05-09-2024**
9. Due date for submission of Bids	**19-09-2024 @ 17:00 hrs , IST**

10. a) Date of opening of Technical bid b) Date of opening of Price Bid	**a) 23-09-2024 @ 11:00 hrs, IST** b) Price bid *Will be opened in KPPP portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bids of the responsive bidders will be intimated.*
11. Schedule of requirements	**FTNC Co-ordinator / Project Engineer : 44 Nos** **Data Entry Operator : 44 Nos**
12.General Terms and Conditions	**Enclosed herewith**
13. Price proposals	The bidder shall quote **only the service charges per manpower per month (exclusive of GST)** NOTE: Breakup prices shall be clearly mentioned in financial status criteria in portal

1.0 E-payment modes for Tender Processing Fee.

The agency should pay the Tender Fee in the KPPP portal using any of the following payment modes:

Credit Card
Direct Debit
National Electronic Fund Transfer (NEFT)

2.0 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for **180 Days** from the last date of bid submission and may be extended if necessary. A bid valid for a shorter period will be rejected as non-responsive .

3.0 DEADLINE FOR SUBMISSION OF BIDS

3.1 Bids must be uploaded in the KPPP portal on or before **19-09-2024 upto 17:00 hrs, IST**

3.2 Owner may, at his discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.0 Roles and Responsibilities:

(i) Data Entry Operator :

a) Filling the application in online and scanning all the relevant documents.
b) Prepare the FTNC kit by printing an application form and other documents and obtain the signature of the applicant.
c) Generate demand note and intimate applicant regarding payment procedure.
d) Enter the corresponding details in FTNC Register book.
e) Any other work assigned by the office head.

(ii) FTNC Coordinator :

a) After the payment made by the applicant, verify the receipts and enter the details in FTNC portal.
b) Verify the kit and handover it to AET for further process on the same day.
c) Brief out to the applicant about the procedure of processing application.
d) To monitor the applications registered online on daily basis and intimate the applicant regarding further process.
e) To keep track of number of applications registered on daily, monthly and yearly basis.
f) To maintain FTNC register as per the prescribed format.
g) To dispatch the files to section offices through tappal in order to obtain field report and follow up the same with Section officer.
h) To ensure all the files are serviced within stipulated time and that there is no pending applications.
i) Any other work assigned by the office head.

5.0 PRICES

a) The Rates quoted shall be FIRM and no variation is allowed.
b) The Chief Engineer (Ele.,), C,O&M, BRAZ, BESCOM reserves the right to accept/reject Tender, **without assigning any reason.**
c) The bid shall be valid for **180 days** from the last date of submission of bid.
d) If the date of opening of the tender happens to be a Holiday/ incase of unforeseen conditions, the tender shall be opened on the immediate next working day.

6.0 QUALIFYING REQUIREMENTS OF BIDDERS :

Technical Criteria:	Documents shall be uploaded
1. The bidder/agency shall be any of the following: a) Company b) Partnership firm c) Proprietorship	**a) In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013 **OR** A certificate of **LLP** (Limited Liability Pvt Ltd) issued by the **Ministry of Corporate Affairs**, **GoI.** Board resolution copy, Memorandum of Article of Association and valid general power of attorney. b) **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932, partnership deed and valid general power of attorney. c) **In case of proprietorship:** A certificate issued by any Statutory Authority in the State.
2. The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'** **Nature of business should be Manpower supply.**	**a)** 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'.** Nature of business should be Manpower supply.
3. The bidder/agency's should have service centre/ branch office in Karnataka	service centre / branch office address proof shall be uploaded in their letter head

4. The bidder / agency should have provided the services of Project Engineers/ FTNC Co-ordinator and Data Entry operators amounting to **Rs. 119.77 lakh** (**50% of the amount put to tender of Rs. 239.54 lakh) in a single contract order in any one year** during **the preceding three years** i.e FY 2021-22 , 2022-23 & 2023-24	The Work Award/contract award/ work entrustment order copy duly mentioning the total amount of award issued by the ESCOMs / KPTCL/ any Govt Organisation "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
5. The bidder / agency should have provided **atleast 80% (80%** of **88 Nos =70 Nos**) **of each manpower** catergory services i.e Project Engineers / FTNC Co-ordinators and Data Entry Operators in a **Single Contract Order** in **any one year** during **the preceding three years** i.e FY 2021-22 , 2022-23 & 2023-24	The Work Award/contract award/ work entrustment order award issued by the ESCOMs / KPTCL/ any Govt Organisation duly mentioning the No. of manpower services provided "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
6. The bidder / agency shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration PAN card copy GST registration	Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the agency**
7. The Bidder/agency should not have been black listed by any entity.	Self-declaration in their letter head
8. The Bidder/agency should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in their letter head
9. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Self-declaration in their letter head

A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	
Financial Criteria:	**Documents to be uploaded**
10. The annual turnover **shall be equal to amount put to tender i.e Rs. 239.54 lakh** in any two financial years during the preceding 03 financial years i.e., 2021-22, 2022-23 & 2023-24	The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor Balance sheet and P & L statement of all the 03 years duly certified by the Chartered Accountant / Statutory Auditor
11. The liquid assets as on OR after **02-09-2024** and before the submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) **shall not be less than 25% of the amount put to tender (Rs. 59.88 lakh)** duly supported by the bank statement shall be uploaded.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility .

General Conditions:

1. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the KPPP portal. Non-submission of the proof of documents shall lead to disqualification.

2. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI +GST
3. **In case of more than one bidder happens to be L-1, then L1 bidder will be selected on Lottery system in presence of bidders**.
4. **Incase, the Contract Order is extended for further period, then the existing contract agreement is deemed to have been extended with same terms and conditions as mentioned in the agreement.**

BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

7.0 Minimum Qualification and knowledge required for manpower

a. **Project Engineer / FTNC Co-ordinator**: Candidate having any Engineering degree with computer knowledge.
Data Entry Operator: Candidate having done any Diploma course with computer knowledge.

b. The candidate provided shall be physically fit and mentally sound, well trained and disciplined
c. Should be aged between 18 to 45 years.
d. Knowledge of Kannada & English is a must.

7.1 Process of Selection

The Asst Executive Engineer Ele., O & M sub-division is empowered to select the candidates as per the qualification criteria mentioned in clause 7.0 .
The agency shall provide suitable candidates accordingly.

Age of the Prospective candidates shall be as mentioned above as on date of publishing the tender. Agency/Bidder must ensure that the candidates suggested must adhere to the age limits specified and candidates not complying with the age requirements will not be considered for selection.

The prospective candidates must submit the two copies of degree/diploma certificate as the case may be, duly attested by Gazetted Officer along with Originals for verification purpose.

The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

8.0 In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

8.1 In the event of the information furnished by the bidder found to be false at any stage of tendering, Chief Engineer (Ele.,), C,O&M, BRAZ, BESCOM at his discretion may take action against such bidders and disqualify the offer of such bidder and blacklist the firm.

8.2 In the event of the information furnished by bidder is found to be false during the execution stage, then Chief Engineer (Ele.,), C,O&M, BRAZ, BESCOM is at his liberty to cancel the contract Order by **forfeiting the performance bank guarantee and may blacklist the firm for 03 years** and recover the losses and levy liquidated damages.

8.3 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart. If they have, made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract or financial failures etc.,

8.4 After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, along with initiating legal action and performance bank guarantee shall be forfeited .

8.5 Required numbers noted above are provisional and subject to change as per provisions of KTPP Act.

8.6 From time to time, if there is any increase/ decrease in the minimum wages/ statutory payment and vice versa, the same shall be borne by BESCOM.

8.7 BESCOM reserves the right to cancel or withdraw the bid without assigning any reason. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

8.8 The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

8.9 The tender not submitted through KPPP portal is liable to be rejected.

8.10 BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

8.11 The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

8.12 The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.

8.13 The offers shall be in General conformity with the specifications. Any Technical/Commercial deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the agency has accepted the tender conditions.

8.14 The said agency shall maintain relevant registers and records under the applicable enactments.

8.15 If the agency assigns or sub-lets the obligations under the agreement, the work order awarded automatically stand cancelled.

8.16 The Contract is for a period of **one year** from the date of Contract Order and it may be extended further based on satisfactory performance if required. In case of any unsatisfactory performance, the Chief Engineer (Ele,), C,O&M, BRAZ, BESCOM has the right to cancel the order without giving any notice.

8.17 The agency shall ensure that, one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, during working hours. The representative/supervisor shall provide the details as directed without fail.

9.0 As per the GoK order No. ಸಿಆಸುಇ 02 ಸಹಿಮ 2022, ಬೆಂಗಳೂರು ದಿನಾಂಕ 28–12–2022, **out of the total person engaged as manpower 17% and 7% shall compulsorily belong to SC and ST community respectively. The list for the same along with caste certificate issued by the competent authority shall be submitted before deploying manpower to work.**

10.0 As per the BESCOM circular No. BESCOM/GM(A&HR)/BC-50/2505/2022-23/CYS-5 dtd 02-07-2022, out of the total person engaged as manpower 33% shall compulsorily be women candidate.

11.0 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower.

12.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

13.0 Details of Shifts

The normal working hours for the staff:
General : 10:00 AM to 5:30PM from Monday to Saturday.

14.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff.
BESCOM will not be responsible for non-payment of remunerations to the manpower availed, under any circumstances.

15.0 Mode of payment:-

1) Payment will be arranged at Zonal office BRAZ, BESCOM.
2) Agency shall submit the bill in duplicate / e-invoice to Zonal office before **8th** of the succeeding month along with the attendance extract prepared by agency.
3) The concerned AEE of sub division shall certify that, the deputed no. of manpower have attended the work regularly and have carried out the works satisfactorily and also for supervising the employees by supervisor appointed by the agency.
4) The bill shall be certified from the concerned Zonal office AEE(Ele), and SEE(Ele), duly countersigned by the concerned Zonal office Chief Engineer (Ele), C,O&M BRAZ, BESCOM.
5) 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.
6) Before issuing the cheque to the agency, BESCOM should ensure that the Agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the individual employees of the said contract order.
7) The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the Head of the sub-division office, BESCOM. Further, payment shall be made to its employees through **Bank account only.** Any default in compliance, the Agency shall be held responsible.
8) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the

individual employees of the said contract order and all other statutory required.

9) **The Accounts Officer of O&M Zone and Accounts Officer (I/A) , BRAZ** are fully responsible to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to Manpower person are paid as per the award.

10) The Agency shall pay EPF, ESI, other Tax of its employees directly to the respective State Government/Central Government authorities as per rules for the list of manpower furnished by the contract agency. The concerned paid challans of the preceding month concerned man power only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. Remittance of such amount is wholly the responsibility of the Agency. The payment shall be restricted to the no. of manpower services availed during that particular month as certified by the Head of the office of BESCOM.

11) In case the agency fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the BESCOM for a period of 03 years , in addition to forfeiting of the monthly bills and Performance Security bank guarantee.

12) **In the event of an order the agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.**

a. Monthly Attendance Register duly signed extract copy
b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective State Government/Central authorities along with the Employees details.
c. Copy of EPF paid in the specific formats
d. Copy of GST details including GSTR1 & GST3B format.

Each year during the month of December, Rs 20/- from each staff has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2 .The payment details pertaining to this has to be furnished in the subsequent monthly bill.

It is mandatory that, the agency shall make the payment to its employees **within 8th of the every month through RTGS mode irrespective of payment rec**eived from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, EPF contribution receipts and salary aquittance of the deployed

staff along with the bill for payment. This shall be strictly adhered to, before making payment.

16. Penalty:

a. A penalty at the rate of **½ % per week and maximum of 10% of the total particular month bill amount for shortage of manpower** will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of manpower in the bill.

b. If the agency fails to make payment to the deployed staff within 8th of the succeeding month, penalty will be levied at the rate of **Rs. 500/- per person per day** upto 15th shall be imposed and if still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

c. The payment shall be calculated as per the actual no. of days attended by the each manpower and no. of days absent in a month.

17. Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of **Chief Engineer, C,O&M, BRAZ,** BESCOM, shall be final and binding on both the parties to this contract. **Any unsettled dispute shall appeal to the Managing Director, BESCOM** for mutual settlement. Further, the dispute has not been settled, subject to appropriate courts in Bangalore jurisdiction. Any dispute between the Agency and the engaged manpower, BESCOM will not be a part and this has to be settled by the Agency himself at his own cost.

18. Performance Security deposit:

i. The performance Security deposit of **5% of the total amount put to tender** shall be furnished in the form of Bank guarantee within two weeks from the date of the LOI issued by any Nationalized / Scheduled commercial banks. This BG will be valid for **15 months** from the date of award (**i.e contract period one year + claim period 03 months= 15 months)** .Incase, the contractor/agency fails to furnish the required performance Bank Guarantee within the prescribed date, the Bidder will be barred for participating in the future tenders of BESCOM and **Blacklisted for a period of 03 years** from the date of default and the **EMD amount shall be forfeited** .

ii. Incase, the Contract Order is extended for further period, the performance bank guarantee shall be extended till the contract period if necessary.

iii. The performance security deposit will be discharged without any interest at the end of successful completion of Contract period.

19 Risk and Cost Service: In the event, the agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, Chief Engineer, C,O&M, BRAZ, BESCOM, shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the Chief Engineer, C,O&M, BRAZ, BESCOM, option. However, before such cancellation, the Chief Engineer, C,O&M, BRAZ, BESCOM, shall give one month to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to the satisfaction of the Chief Engineer, C,O&M, BRAZ, BESCOM, within the said period of one month, Chief Engineer, C,O&M, BRAZ, BESCOM, shall be at liberty to terminate the Work contract in part or whole. Chief Engineer, C,O&M, BRAZ, BESCOM, may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of Chief Engineer, C,O&M, BRAZ, BESCOM, the service provider is not be able to correct the fault even after notice, and the Chief Engineer, C,O&M, BRAZ, BESCOM, may terminate the Work contract at the risk and cost of the service provider.

20. Two cover Tender

Tender should be in **two** parts namely **Techno commercial** Bid and **Price bid**.

21. INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a. The bid must clearly indicate the name of the bidder, the type of services to be provided.
b. The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of Electronic/scanned copies in the KPPP Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.
c. Annexure documents to be uploaded.

22.0 COST OF BIDDING

The Bidder **shall borne** all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

23.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the

conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of bid.

24.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid, within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/ issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than 7 (Seven) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

25.0 LANGUAGE OF BID

25.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

26.0 DOCUMENTS COMPRISING THE BID

26.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the KPPP portal**.

26.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

27.0 The EMD may be forfeited:

a. If a Bidder withdraws / modifies the bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In-case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.

c. In-case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/ performance guarantee.

d. In-case, the bidder has uploaded any fraudent / fake documents on e-portal which has been noticed at a later date.

28.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

29.0 BASIS OF TECHNO-COMMERCIAL EVALUATION & COMPARISON

The bids submitted in KPPP platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

If a tender is not substantially responsive, it will be rejected by the BESCOM and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

30.0 COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the amount quoted by the bidders in the KPPP portal. Such price shall include GST and all other applicable taxes for providing services of FTNC manpower for a period of one year as per the "Minimum Wages" fixed in the latest Govt. Notification.

b. The Contract order will be placed on the successful Bidder, whose quoted amount is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

31.0 FORMAT OF BID

31.1 The bids shall be **uploaded in the KPPP portal**, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal will be disqualified.

31.2 The bid shall contain no insertion, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPPP website. **(kppp@karnataka.gov.in)**

32.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

33.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

34.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

35.0 AWARD CRITERIA

The Chief Engineer (Ele), C,O&M, BRAZ, BESCOM, will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Chief Engineer (Ele), C,O&M, BRAZ, BESCOM, shall be the sole judge in this regard. **No sub-contract is allowed**.

36.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Chief Engineer (Ele), C,O&M, BRAZ, BESCOM, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

37.0 IMPORTANT INFORMATION

(i) Bidder shall note that BESCOM may not award the work to the successful bidder, if in the opinion of BESCOM based on its experience the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

(ii) if after negotiations, no award has been given to other bidders, then BESCOM reserves the right to take appropriate decision regarding the award.

(iii) BESCOM reserve the right to reject any or all the bids without assigning any reason thereof.

(iv) Notwithstanding anything stated above or elsewhere in the tender specifications, BESCOM reserves the right to assess the Capability / suitability of the bidder to perform the overall contract should the circumstance warrant such assessment in the overall interest of BESCOM.

(v) BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

38.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

Chief Engineer (Ele), C,O&M, BRAZ, BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Chief Engineer (Ele), C,O&M, BRAZ, BESCOM will not be obliged to meet and have discussions with any bidders, any or to listen to any representatives.

39.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that the bid has been accepted.

40.0 Issue of Contract Order

Contract order will be issued by the Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, No. 1-4, 5th floor, Rajajinagar IT Park, Rajajinagar Industrial estate, Bangalore -560044.

41.0 Termination of Contract: The Contract is liable to be terminated at the absolute discretion of Chief Engineer (Ele), C,O&M, BRAZ, BESCOM without assigning any reasons on the following grounds and the performance security bank guarantee shall be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and conditions as per bid documents, the firm is liable to be blacklisted besides termination of the contract.

d. If the agency fails to remit the ESI&EPF and other statutory payments amount of its employees to the concerned authority.
e. If the agency fails to make payment to the manpower availed within the time specified above under clause Mode of payment
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the Karnataka Public Procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-68948777, 080 46010000 Or E-mail: support@eprochelpdesk.com

Chief Engineer (Ele,),
C,O&M, BRAZ, BESCOM